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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

Notification dated 1st February 1928.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the dates noted against each depot under the following conditions:—

Serial No.	Name of depot	Date of sale	Quantity						Remarks
			Teak logs	Teak poles	Honne logs	Matti logs	Beete logs	Other kinds	
			C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
1	Saragur	20th February 1928.	1,500	500	300	500	..	100	More or less.
2	Begur	22nd February 1928.	1,500	1,000	..	..	..	500	
3	Periyapatna	24th February 1928	3,000	1,000	300	1,000	..	500	
4	Hunsur	25th February 1928.	2,500	500	200	300	..	200	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the Case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay ten per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1928. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid or and the timber fully removed.

Notification dated 6th February 1928.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the date noted against each depot under the following conditions:—

Serial No.	Name of depot	Date of sale	Quantity						Remarks
			Teak logs	Teak poles	Honne logs	Matti logs	Beete logs	Other kinds	
			C.ft.	C.ft	C.ft.	C.ft.		C.ft.	
1	Chamrajnagar ..	16th March 1928 ..	200	200	1,500	1,000	500	500	More or less
2	Nanjangud ..	17th do do ..	3,000	500	500	500	500	250	
3	Manchegowdanhalli	26th and 27th March 1928.	3,000	5,000	2,000	3,000	2,000	1,000	
4	Mysore Woodyard ..	30th do do ..	5,000	1,000	500	2,000	250	250	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quanties, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1928. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at

the time of sale excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security doposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. S. NARAYANA RAO,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification.

The attention of the public is invited to the detailed notification regarding the auction sale of timber in the following depots of this Division on the dates noted against each published on pages 109 and 110, Part VI of the ***Mysore Gazette***, dated 2nd February 1928.

Name of Depot.	*Date of sale.*
Shimoga Depot	... 23rd February 1928
Shimoga Saw Mill Depot ...	... 24th do

Notification dated 7th February 1928.

It is hereby notified for general information that the right of collecting of Tupre leaves on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations in the portions of Nagar Taluk outside the limit of Nagar Range for the period commencing from the confirmation of the sale up to 30th June 1928 will be sold by public auction by the District Forest Officer or the other officer deputed by him on Monday the 27th February 1928 at 2 P.M. at the Range Office, Siveswara.

2. Defaulters on account of previous leases will not be permitted to bid.

3. No person will be allowed to bid unless he has deposited with the Officer holding the sale a sum of Rs. 15 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Conservator of Forests or the District Forest Officer, as the case may be, who at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

5. The successful bidder shall at the close of the sale, pay the entire sale amount including the deposit already made, together with local cess at one anna per rupee, railway cess at six pies per rupee and education cess at six pies per rupee respectively. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by each resale, but shall not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

6. The lessee shall deposit in the Government Savings Bank Rs. 25 or one-quarter of the sale amount, whichever is less, as a security for the due fulfilment of the conditions of the lease for the remaining period which will be returned to him after the expiry of the period of lease.

7. If the sale is not confirmed the amount paid will be refunded to the party.

8. The successful bidder shall execute an agreement on a duly stamped paper within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereundermentioned and also tender the Security Deposit referred to in clause 8 *supra*. In default, the acceptance of his bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any of the trees under one year of age on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.